

# VDOT

**Virginia Department of Transportation**

**REQUEST FOR PROPOSALS**

**A DESIGN-BUILD PROJECT**

Bridge over Walker Creek, Route 713  
Giles County, Virginia

Project No.  
0713-035-189, P106, B628, C501

Contract ID Number: C00078964DB6

July 25, 2006  
**Addendum #3 September 11, 2006**

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**0.0    Addenda**

**Addendum #2 – 9/5/2006**

Additions to Page 24-25

**Addendum #3 – 9/11/2006**

Deletion to Page 25

## **REQUEST FOR PROPOSALS**

### **INSTRUCTIONS FOR OFFERORS**

#### **1.0 INTRODUCTION**

The Virginia Department of Transportation (“VDOT”) submits this Request for Proposals (“RFP”) to solicit design-build proposals (“Proposals”) from those entities (“Offerors”) interested in contracting to serve as the Design-Builder for the replacement of the bridge over Walker Creek, Route 713, Giles County, Virginia (“Project”). The purpose of this RFP is to establish the process for determining which Offeror (the “Successful Offeror”) will be awarded the design-build contract (“Design-Build Contract”) for the Project.

The VDOT priorities for the Project are:

- Cost – provide the best price for the scope of work and requirements identified in this RFP.
- Design – provide design that exceeds minimum design criteria, standards, and specifications.
- Construction – build the project with a low maintenance quality structure that meets RFP requirements.

#### **2.0 BACKGROUND INFORMATION**

##### **2.1 Project Description**

**2.1.1** The Project is located on Route 713 (Old Church Road) in Giles County, at its intersection with Route 670 (Flat Hollow Road). This intersection is approximately 0.3 mile south of Route 42 (at White Gate). The limits of the proposed project begin at this intersection and end approximately 200 feet beyond the bridge; however, it is noted that this description and length are approximate only and based on the preliminary design shown in the RFP information package. The final project length may vary depending on the Offeror’s final design and this fact shall be taken into account in the Offeror’s proposal. The functional classification of the project is rural local and involves the replacement of a structurally deficient 158-foot long, 12-foot wide one-lane bridge with a new two-lane 22-foot wide bridge. Access across Walker Creek must be maintained at all times during construction. The existing bridge will be demolished and removed at completion and acceptance of new bridge construction. The project is accessed solely from Route 670.

##### **2.2 Legislative Authority**

**2.2.1** §33.1-12(2)(b) of the *Code of Virginia* authorizes VDOT and the Commonwealth Transportation Board (“CTB”) to develop and award contracts using the Design-Build contracting

method. In accordance with the law, VDOT completed the Finding of Public Interest (“FOPI”) dated December 6, 2005. The FOPI is included in the RFP Information Package – CD-ROM.

## **2.3 Procurement Overview of the Project**

**2.3.1** VDOT will use a single-phase selection process for the selection of a Design-Builder on the Project. In accordance with the requirements of this RFP, interested Offerors will submit a Proposal consisting of a Technical Proposal and Price Proposal. Upon completion of the evaluations of the Proposals, it is anticipated that the Director of Innovative Project Delivery will recommend the top-ranked Offeror to the Chief Engineer for an award of a fixed price Design-Build Contract by the CTB.

## **2.4 Right-of-Way and Site Acquisition**

**2.4.1** VDOT has acquired the right of way for project construction and temporary easements to provide access for construction equipment as required for new bridge construction and demolition of the existing structure. The location of such easement and right-of-way limits are graphically depicted on the Preliminary Plan Sheet included in the RFP Information Package – CD-ROM.

**2.4.2** The Offeror’s proposed design should not exceed the current right-of-way limits shown on the preliminary plans. Any additional right of way acquired by the Offeror shall be transferred and titled to the Commonwealth of Virginia, in accordance with Part 4 (General Conditions of Contract), Section 2.1.6.

## **2.5 Estimated Budget Value**

**2.5.1** VDOT’s current estimated contract value for this Project is \$600,000.

## **2.6 Project Milestone Schedule**

**2.6.1** VDOT currently anticipates conducting this procurement in accordance with the following list of milestones leading to award of the Design-Build Contract. This schedule is subject to revision and VDOT reserves the right to modify this schedule as it finds necessary, in its sole discretion.

1.	Advertise RFP	July 25, 2006
2.	Pre-Proposal Meeting & Site Visit	August 4, 2006 (9:00AM prevailing local time)
3.	RFP Questions to VDOT	August 15, 2006
4.	Proprietary Meetings	August 22, 2006
5.	VDOT Responses to RFP Questions	August 29, 2006
6.	Proposal Submission Date	September 19, 2006 (4:00PM prevailing local time)
7.	Formal Presentation and Interviews	TBD

8.	Evaluate Technical Proposals (Score and Rank)	October 17, 2006
9.	Open Price Proposals	October 19, 2006
10.	Notice of Intent to Award	October 24, 2006
11.	CTB Approval	December 14, 2006
12.	Notice to Proceed	January 11, 2007
13.	Project Completion	July 28, 2008

**2.6.2** VDOT has established final completion of the entire Project shall be no later than July 28, 2008. Offerors are on notice that an earlier final completion date identified by Offeror in response to this RFP will be deemed by VDOT as the contractual completion date for this Project.

## **2.7 VDOT's Point of Contact and Project Reference**

**2.7.1** VDOT's sole Point of Contact (POC) for this Project shall be the person designated below. VDOT's POC is the only individual authorized to discuss this RFP with any interested parties, including Offerors. All communications with VDOT's POC about the Project or this RFP shall be in writing, as required by applicable provisions of this RFP.

Name: Jeff Hetzer  
Address: Innovative Project Delivery Division  
Virginia Department of Transportation  
1401 East Broad Street  
Richmond, VA 23219  
Phone: (804) 786-6724  
Fax : (804) 786-7221  
E-Mail: [Jeff.Hetzer@VDOT.Virginia.gov](mailto:Jeff.Hetzer@VDOT.Virginia.gov)

**2.7.2** VDOT disclaims the accuracy of information derived from any source other than VDOT's POC, and the use of any such information is at the sole risk of Offeror.

**2.7.3** All written communications to VDOT from Offerors shall specifically reference the correspondence as being associated with "Bridge over Walker Creek, Route 713, Project 0713-035-189, P106, B628, C501.

**2.7.4** An RFP information package with the content listed below is available on CD-ROM for \$50.00. Interested Offerors should contact VDOT's POC for specific information on how to obtain this information package.

- Finding of Public Interest
- Preliminary Hydrologic and Hydraulic Analysis (H&HA)
- Geotechnical Engineering Data Report to include Boring Logs

- Sketches of Existing Bridge from 1971 Bridge Inspection Report
- Special Provision for Density Control of Embankments and Backfill
- Special Provision for Construction of Deep Foundation Systems
- Special Provision for Low Permeability Concretes
- Programmatic Categorical Exclusion
- Environmental Form EQ-103
- Environmental Form EQ-200
- Preliminary Design Plans

## **2.8 RFP Documents**

**2.8.1** The documents included in this RFP (collectively the “RFP Documents”) consist of the following sections, as well as any attachments and exhibits contained or identified in such sections:

PART 1 – REQUEST FOR PROPOSALS, INSTRUCTIONS FOR OFFERORS  
PART 2 – PROJECT TECHNICAL INFORMATION AND  
REQUIREMENTS INCLUDING RFP INFORMATION PACKAGE (CD-ROM)  
PART 3 – LUMP SUM DESIGN-BUILD AGREEMENT  
PART 4 – GENERAL CONDITIONS OF CONTRACT  
PART 5 – DIVISION I AMENDMENTS TO THE STANDARD SPECIFICATIONS

**2.8.2** Each Offeror shall review the RFP Documents and provide comments regarding any aspect of such documents to which it has any concern, including but not limited to terms that it considers ambiguous or to which it takes exception. Such comments will be submitted to VDOT’s POC within the time specified in Section 2.6.1 of this RFP. VDOT will review all comments received and, if it deems appropriate, in its sole discretion, may modify such documents through an Addendum. Offerors shall base their Proposals on the RFP Documents included in the latest issued Addendum.

**2.8.3** Addenda to the RFP Documents, if any, will be posted on the VDOT project website and notification will be sent through “eVA”. Hard copy of the Addenda will be available upon request. If there is any conflict between the electronic format and hard copy of any RFP Document or Addendum, the hard copy version shall control.

## **2.9 Deviations from the RFP Documents**

**2.9.1** If awarded the Design-Build Contract, an Offeror will be obligated to meet all of the requirements of the RFP Documents. If an Offeror would like to modify any requirement of the RFP Documents, it shall notify VDOT of such proposed modifications or conflicts during the proprietary meetings described in Section 3.3 below. If VDOT is willing to modify a requirement, VDOT will issue an Addendum as appropriate, provided, however, that: (a) VDOT shall have the sole discretion as to the acceptability of any such modifications; and (b) no modifications from the requirements of the RFP Documents will be valid unless they are agreed to by VDOT and set forth in an Addendum.



**2.9.2** Offerors may provide in their Proposals, on the Deviation List form set forth in Attachment 2.9.2 hereto, any exceptions and/or qualifications to any aspect of the RFP Documents, including but not limited to the technical requirements of the RFP Documents. Such exceptions and/or qualifications to the RFP Documents are intended to include: (a) issues associated with the proposed design-build contract; and (b) variations with the design requirements in the RFP Documents. Notwithstanding the above, Offerors are on notice that VDOT is under no obligation to accept any exception and/or qualification, and VDOT specifically reserves the right to require the successful Offeror to strictly conform with all requirements of the RFP Documents.

### **3.0 GENERAL PROCEDURES AND REQUIREMENTS**

This Section 3.0 provides general information, procedures and requirements related to the pre-submittal period to be followed by all Offerors.

#### **3.1 Offeror's Pre-Submittal Responsibilities and Representations**

**3.1.1** Each Offeror shall be solely responsible for examining the RFP Documents, including any Addenda issued to such documents, and any and all conditions which may in any way affect its Proposal or the performance of the work on the Project, including but not limited to:

- .1 examining and carefully studying the RFP Documents, including any Addenda and other information or data identified in the RFP Documents;
- .2 visiting the Project Site and becoming familiar with and satisfying itself as to the general, local, and Site conditions that may affect the cost, progress, or performance of its work on the Project;
- .3 becoming familiar with and satisfying itself as to all federal, state, and local laws and regulations that may affect the cost, progress, or performance of its work on the Project; and
- .4 determining that the RFP Documents are sufficient to indicate and convey understanding of all terms and conditions for the performance of Offeror's work on the Project.

**3.1.2** Each Offeror is responsible for promptly giving VDOT written notice, in accordance with the processes set forth in Section 7.0 below, of: (a) all conflicts, errors, ambiguities, or discrepancies that Offeror discovers in the RFP Documents; and (b) aspects of the RFP Documents that Offeror does not understand. Any failure to do so shall be at Offeror's sole risk, and no relief for error or omission will be provided by VDOT.

#### **3.2 Pre-Proposal Meeting and Site Visit**

**3.2.1** VDOT will hold a pre-proposal meeting of all Offerors on the date set forth in Section 2.6.1 above in Christiansburg, Virginia, at the VDOT Residency Office, 105 Cambria St., Christiansburg, Virginia. While not mandatory, potential Offerors are recommended to attend. No more than three

(3) representatives from each Offeror (inclusive of any member of Offeror's team) will be allowed to participate in the pre-proposal meeting. A site visit will be held directly after the pre-proposal meeting at the Project location.

### **3.3 Proprietary Meetings**

**3.3.1** VDOT may invite each Offeror to participate in a proprietary meeting with VDOT and its representatives or consultants, with the anticipated date for such meetings set forth in Section 2.6.1 above. Each meeting would be private, in that only one Offeror would meet with VDOT at a time, and is expected to last no longer than one (1) hour per Offeror. Offerors are not required to accept an invitation to any of the proprietary meetings.

**3.3.2** The purpose of the proprietary meetings is to give each Offeror, in a confidential setting, an opportunity to ask questions and discuss concerns related to the Project, details of the Project scope, proposed modifications, and administrative procedures. The meetings are also intended to enable VDOT to express, among other things, whether the Offeror is pursuing an approach that will not meet the RFP Documents or is otherwise unacceptable to VDOT. At least three (3) business days before each meeting the Offeror shall submit to VDOT in writing the names and functions of each of its attendees and the issues and general questions to be addressed. No more than three (3) team members may attend such meetings.

**3.3.3** The Offeror shall prepare summary minutes of such meetings and, within three (3) business days of the meeting, furnish the minutes for review and approval to VDOT. VDOT reserves the right to edit and return such meeting minutes to the Offeror to reflect VDOT's understanding of the meeting. Because of the proprietary nature of these meetings, neither the agenda nor the minutes will be subject to disclosure until after the award of the Design-Build Contract.

**3.3.4** While the discussions in these proprietary meetings are intended to be confidential, nothing shall preclude VDOT from exercising any rights that it may have under this RFP, including the right to issue a clarification or revision of the RFP, or an Addendum, as a result of what is discussed in such meetings.

**3.3.5** Nothing herein shall be construed to preclude VDOT from speaking with any Offeror at any time prior to the opening of the Price Proposals, and VDOT expressly reserves all such rights to do so.

### **3.4 Formal Presentation and Interviews**

**3.4.1** In addition to the proprietary meetings described above, VDOT reserves the right to allow each Offeror the opportunity to provide a formal presentation of the technical (non-price) elements of its Proposal. This presentation is expected to take place after the submission of the Proposal and is intended to provide VDOT with an understanding of the Offeror's technical approach prior to its formal evaluation of the Proposal. The time, place, and format of the presentations will be described in the notice of such presentation.

### **3.5 Acknowledgment of Receipt of RFP, Revisions and Addenda**

**3.5.1** Offeror shall provide VDOT the Acknowledgement of RFP, Revisions, or Addenda Sheet (C-78), which will serve to acknowledge that Offeror has received this RFP and identify Offeror's representative, who shall be Offeror's single point of contact for the receipt of any documents, notices and addenda associated with this RFP. Offeror shall provide similar facsimile acknowledgements for each Addendum issued to this RFP.

## **4.0 CONTENTS OF PROPOSALS**

This Section 4.0 describes specific information that must be included in the Proposals for both the Technical and Price Proposals. The format for the presentation of such information is described in Section 6.2.

**4.0.1** Offerors will submit a two-part Proposal:

**4.0.2** The Technical Proposal will consist of all information required under this Section 4.0, except for that required by Section 4.4 below. It shall also include an original copy of Acknowledgement of Revision Sheet (C-78), Attachment 3.5.1, for each Addendum, if any.

**4.0.3** The Price Proposal will consist of the information required by Section 4.4 below and will be submitted in a sealed package separate from that submitted for the Technical Proposal. The Price Proposal will not be opened until the Technical Proposal has been evaluated and scored pursuant to Section 5.1 below.

**4.0.4** Offerors shall be aware that VDOT reserves the right to conduct an independent investigation of any information, including prior experience, identified in a Proposal by contacting Project references, accessing public information, contacting independent parties, or any other means. VDOT also reserves the right to request additional information from an Offeror during the evaluation of its own Proposal.

**4.0.5** Proposals shall specifically identify any elements that are deemed confidential or proprietary. Offerors shall be prepared upon request to provide justification of why such materials shall not be disclosed under the Virginia Freedom of Information Act in the Code of Virginia. The classification of the entire Proposal document, line item prices, and/or Price Proposals as proprietary or trade secrets is not acceptable.

## **4.1 Letter of Submittal**

**4.1.1** Provide a Letter of Submittal on the Offeror's letterhead confirming the official representative and point of contact for the Offeror relative to this RFP, which individual is expected to be the same individual identified in Section 3.5.1 above. The letter shall identify such individual's name, title, address, phone and fax numbers, and e-mail addresses and shall be signed by an authorized representative of the Offeror's organization. If the Offeror is not yet a legal entity or is a joint

venture, all major participants (including but not limited to the lead contractor and lead designer), or, if applicable, all joint venture partners/members shall sign the letter. All signatures shall be original and signed in ink.

**4.1.2 The Letter of Submittal shall:**

.1 Include an Executive Summary (not to exceed five (5) pages) of the Technical Proposal, with no references whatsoever to the Price Proposal.

.2 Declare Offeror's intent, if selected, to enter into a contract with VDOT for the Project in accordance with the terms of this RFP.

.3 Affirm that all Commonwealth of Virginia professional and business licenses required for the Project have been obtained and shall identify the license numbers.

.4 If the entity is a joint venture, state that each member of the joint venture will have joint and several liability.

.5 Declare that the offer represented by the Proposal will remain in full force and effect for one hundred twenty (120) Days after the date the Proposal is actually submitted to VDOT ("Proposal Submission Date"). If the 120<sup>th</sup> day falls on a Saturday, Sunday, or Holiday, then the Proposal will remain in full force and effect until the next business day.

**4.2 Qualifications and Experience**

**4.2.1 Offeror's Corporate Structure.** Offeror shall provide sufficient information to enable VDOT to understand and evaluate the Offeror's Corporate Structure. At a minimum, each Offeror shall provide the following:

.1 Identify whether the Offeror will be structured as a corporation, limited liability company, general partnership, joint venture, limited partnership, or other form of organization. Specifically identify the team members who will undertake financial responsibility for the Project and describe any liability limitations. If the Offeror is a limited liability company, partnership or joint venture, describe the bonding approach that will be used and the members of such organizations who will have joint and several liability for the performance of the work required for the Project.

.2 Identify the name, address and telephone number of each principal officer of the legal entity with whom a Design-Build contract with VDOT would be written (e.g., President, Treasurer, Chairperson of the Board of Directors, etc.).

**4.2.2 Offeror's Team Structure.** Offeror shall provide sufficient information to enable VDOT to understand and evaluate the Offeror's Team Structure. At a minimum, each offeror shall respond to the following requirements:

.1 Identify the Offeror's team, including but not limited to the lead contractor and lead designer. Provide the names, mailing addresses, and phone numbers of all such team members.

.2 Provide an organizational chart showing the flow of "chain of command" with lines identifying the participants who are responsible for major functions to be performed and their reporting relationships in submitting the Proposal, managing, designing and constructing the Project. If the Offeror intends to use a specific subconsultant or major subcontractor, then it shall identify such entity by name in the organizational chart provided, however that the requirements of Section 11.3 shall apply for such identified parties. This chart should provide the following:

.1 The functional structure of Offeror's Project team down to the design discipline leader and construction superintendent level, and identify Key Personnel (as identified in Section 4.2.3.3 below) by name

.2 If a corporate officer is listed among the key provide a brief description of how and where he/she plans to perform project duties including number of hours per week dedicated to this project in their role as "key personnel", while also fulfilling corporate obligations

.3 A brief description of significant functional relationships among participants for each chart

.4 Identification of design subconsultants, specialty subconsultants, and major subcontractors

.3 Identify where the Offeror intends to maintain its project office(s) and where the majority of the design work will be performed.

**4.2.3 Experience of Offeror's Team.** Offeror shall provide sufficient information to enable VDOT to understand and evaluate the experience of the Offeror's team on similar projects. At a minimum, each Offeror shall provide the following:

.1 The lead contractor and lead designer shall each list at least three (3), but no more than five (5), relevant bridge projects, including any Design-Build projects, performed in the past five (5) years. This information is to be provided on the Work History Form attached hereto as Attachment 4.2.3.1. If any Design-Build project is provided as a reference that was not performed together by the lead contractor and lead designer, then Offeror shall identify the design professional or construction entity with whom it contracted for each such project.

.2 Offeror may specify the identity of any specific subconsultant or major subcontractor that the Offeror considers critical to the success of the Project and intends to use on the Project. If Offeror elects to do so, Offeror shall also provide sufficient information to enable VDOT to understand the experience of such subconsultant or subcontractor. In submitting such subconsultants

or subcontractors, Offeror will be committing to VDOT that such entities will remain on the Project in accordance with the requirements of Section 11.3 hereof.

.3 Provide the identity of and information about the following individuals (“Key Personnel”), all of whom shall be assigned to the Project full-time. This information is to be provided on the Resume Form attached hereto as Attachment 4.2.3.3.

.1 **Design-Build Project Manager** – This individual shall be responsible for the overall Project design, construction quality management and contract administration for the Project. This individual shall have a minimum five (5) years experience and expertise as a Project Manager on similar projects.

.2 **Design Manager** – This individual shall be responsible for coordinating the individual design disciplines and ensuring the overall Project design is in conformance with the contract documents. The Design Manager shall be responsible for establishing and overseeing QA/QC programs for all pertinent disciplines involved in the design of the project, including, but not limited to review of design, working plans, specifications, and constructability for the Project. This individual shall have a minimum ten (10) years experience and expertise as a Design Manager and be a registered, licensed, Professional Engineer in the Commonwealth of Virginia.

.3 **Construction Manager** – This individual, who will be required to be on the Project site for the duration of construction operations, shall be responsible for managing the construction process to include all quality control (QC) activities to ensure materials used and work performed meet contract requirements and the “approved for construction” plans and specifications. This person shall hold a DCR Responsible Land Disturber (RLD) Certification and a VDOT Erosion and Sediment Control Contractor Certification (ESCCC). This individual shall have a minimum five (5) years experience and expertise as a Construction Manager on similar projects.

.4 **Quality Assurance Manager (QAM)** – This individual shall be from an independent firm that has no involvement in construction operations for the project, and responsible for the quality assurance (QA) inspection and testing of all materials and work performed on the project to include monitoring the contractors quality control (QC) program. The QAM will ensure that all work, materials testing, and sampling are performed in conformance with the contract requirements and “approved for construction” plans and specifications. This individual shall have a minimum three (3) years experience and expertise as a Quality Assurance Manager and be a registered, licensed, Professional Engineer in the Commonwealth of Virginia.

.5 The Offeror may provide the identity of other individuals on its team that the Offeror considers critical to the success of the Project and intends to use. If such individuals are identified, they shall be deemed Key Personnel. Offeror shall provide resumes for such

individuals and will be committing to VDOT that such individuals will remain on the Project in accordance with the requirements of Section 11.3 hereof.

.4 Describe any notable expertise, or other special capabilities, of Offeror's team that Offeror contends: (a) is critical to evaluating its Proposal; or (b) differentiates Offeror's team from the anticipated competition.

.5 Describe quantitatively how this Project would impact the current and anticipated workload of the office(s) which will perform this work. Provide a graph for both the lead designer and lead contractor detailing how this Project would impact the current and anticipated workload of the office(s) which will perform this work. If additional staff is needed, discuss in which areas it will be necessary and how will it be accomplished.

**4.2.4 Experience of Offeror's Team Working Together.** Offeror shall provide sufficient information to enable VDOT to understand and evaluate the experience of Offeror's team in working together. At a minimum, each Offeror shall provide the following:

.1 Identify any experience of Offeror's lead contractor (if different from Offeror), and lead designer (if different from Offeror) in working together on the same project, regardless of the contractual relationship between the parties or the project delivery approach used by the owner.

.2 Identify any projects where the lead contractor and the lead designer have worked together, on the same project. If there are any such projects, describe at least one (1), but no more than five (5), such projects performed in the last five (5) years, focusing on those projects the Offeror considers most relevant in demonstrating its qualifications to serve as a Design-Builder for this Project. This information is to be provided on the Work History Form attached hereto as Attachment 4.2.3.1.

**4.2.5 Financial and Legal.** Offeror shall provide sufficient information to enable VDOT to understand and evaluate the capability of the Offeror to remain viable for the duration of the Project, that it can be contractually bound to and abide by its contractual obligations to VDOT and that it can meet the required financial commitments associated with the Project. At a minimum, Offeror shall provide the following (in the case of joint ventures the information detailed below should be disclosed for both entities):

.1 The lead contractor shall provide evidence that it is prequalified with VDOT or proof that the Letter Requesting Prequalification has been submitted to VDOT for consideration. If such evidence or proof is not provided by the time of submittal of the Proposal, the Proposal will be rejected.

.2 If the Offeror is a limited liability company, joint venture or any form of partnership, provide complete copies of the organizational documents that allow, or would allow by the time of contract award, the Offeror to do business in the Commonwealth of Virginia.

.3 Provide evidence from a surety or insurance company (with a Best's Rating of A minus and VIII or better by A.M. Best Co.) stating that the Offeror is capable of obtaining a performance and payment bond based on the current estimated contract value referenced in Section 2.5.1, which bonds will cover the Project and any warranty periods.

.4 Disclose any outstanding litigation that could materially and adversely affect the financial condition of the lead contractor and the lead designer.

.5 Describe any project that the lead contractor or lead designer were involved in within the past five (5) years that resulted in: (a) the assessment of liquidated damages against one of such parties; (b) claims being submitted by or against one of such parties that involve the project owner; (c) one such parties having received a notice to cure a default due to the party's non-performance or poor performance of the underlying contract; or (d) one of such parties being terminated for cause. For any such situation, explain the circumstances and identify the Project owner's representative and its current telephone number.

#### **4.3 Technical Approaches**

**4.3.1 Design Factors and Considerations.** Offerors shall provide specific information relative to its design concept for the Project, as well as the management of the design process. At a minimum, Offerors shall provide the following:

.1 Describe Offeror's approach to the location for temporary facilities, construction entrances, haul routes, staging and storage areas, stockpile areas, borrow sites, cranes, erosion/sediment control, and construction fencing.

.2 Describe the proposed plan for designing the Project, including but not limited to: (a) the approach Offeror will take in managing the design process and ensuring timely and quality performance of the design team members; (b) how designs developed by different firms and/or offices will be integrated; (c) how design personnel will interface with construction personnel; and (d) how each design package will be integrated into the construction plans.

.3 Provide a plan and profile sheet depicting how the Offeror will tie the new structure into the existing typical section, which will include length, width, and profile of approaches.

.4 Provide a description and structural concept for the new bridge. Include 11"x 17" copies of elevation view, transverse sections and abutment and pier sections for each proposed structure type. Outline conceptual solutions for any complex problems that are identified. Describe design features and materials for the new bridge that will promote long service life, low maintenance, and innovation.

**4.3.2 Geotechnical Investigation and Design.** Offeror shall provide specific information relative to its geotechnical investigation and design approach for the project. At a minimum, Offerors shall provide the following:



.1 Identify what additional geotechnical investigation Offeror expects or intends to undertake to supplement or verify the geotechnical information included in the RFP Information Package. Explain how the Offeror intends to meet or exceed the requirements of Chapter 3 of the VDOT Manual of Instructions for Materials Division attached hereto as Attachment 4.3.2.1.

**4.3.3 Construction Factors and Considerations.** Offerors shall provide specific information relative to its construction management approach for the Project. At a minimum, Offerors shall provide the following:

.1 Describe the approach Offeror will take to perform project construction, administration, and the involvement of the design members of the Offeror's team during construction.

.2 Describe Offeror's approach to avoid or minimize the impacts to Walker Creek in order to obtain and comply with the necessary water quality permits for construction.

.3 Describe Offeror's approach for a listing of those categories of work that Offeror anticipates will be performed by its own direct labor force (Offeror shall perform at least thirty percent (30%) of the construction work) and those that will be performed by other team members, including subcontractors.

.4 Describe Offeror's intent to utilize any innovative techniques in design, construction, means and methods, and/or management of this project including expected results/benefits.

.5 Discuss how offeror intends to communicate and support VDOT in the public involvement process including addressing public concerns and reducing potential problems and public impacts.

**4.3.4 Schedule.** Offerors shall provide, at a minimum, the following information relative to the scheduling of the Project:

.1 Describe how Offeror intends to maximize the benefits of the design-build process. Comment on design, construction administration, design integration, and construction sequencing. Discuss major issues and conceptual solutions.

.2 Describe how the Offeror will plan and control the scheduling of work to meet the contractual completion date(s), including any plans which address the possibility of early completion. The information to be provided shall include:

.1 A Work Breakdown Structure (WBS), broken down into work packages, with a maximum duration of one-month, indicating and describing Offeror's project activities. The WBS shall be consistent with Offeror's organization and approach to management, as well as to its approach to technical challenges within the Project. Activities within the WBS shall be broken down sufficiently to show construction sequencing and significant Project interrelationships and dependencies, as well as traffic control concept.

.2 The proposal schedule shall include: (i) a narrative description of the proposed schedule, including the final completion date; (ii) logic relationships, durations, and resource loading and timing of the activities for design and construction; (iii) identification of material deliveries and associated payments for materials delivered; (iv) conformity to the resource loading of the Price Proposal; and (v) permitting and design review by VDOT. The schedule shall be provided in Microsoft Project or Primavera format, and shall be provided in electronic (native) format (PDF copies are not considered electronic).

.3 Identify potential risk factors, special issues or problems that are likely to be encountered and explain the approach to mitigate those risks, issues or problems to attain the contractual completion date.

**4.3.5 Quality Assurance/Quality Control (QA/QC).** Include a narrative describing Offeror's general approach to QA/QC during design and construction, including but not limited to the following:

.1 An identification of how the quality control function will be organized, including the names of quality control managers, the names of independent testing laboratory(ies), and the number of personnel at various certification levels planned for the Project

.2 A description of how the quality control organization will operate, including how it will interface with the Offeror's organization and VDOT

.3 Provide a detailed summary of Offeror's proposed Design and Construction Quality Management Plans.

.4 A description of how the quality assurance program will operate, including how the Design Manager and Construction QAM will interface with the Offeror's organization and VDOT

.1 Note that VDOT's QA/QC requirements were written for traditional design-bid-build projects with VDOT QA. Identify the areas that presently do not have separate QA/QC functions and what specific changes the Offeror will make to address both QA and QC.

.2 VDOT's independent assurance and independent verification work will be limited. Describe how the Offeror will address deficiencies or trends indicating declining quality. What specific steps will the Offeror take to ensure that quality deficiencies result in increased QA/QC efforts by the Offeror, and will not require additional VDOT oversight? Choose one critical test item and provide a specific example.

**4.3.6 Safety.** Offeror shall provide sufficient information to enable VDOT to understand and evaluate the capability of the Offeror to provide a safe working environment for all individuals associated or affected by the Project. At a minimum, Offeror shall include the following (in the case of joint ventures the information detailed below should be disclosed for all entities):

.1 Provide the lead contractor's numeric Experience Modification Rating, the rating year and the name of the Insurance Company issuing the rating for each of the past five (5) years, starting from 2000 to 2005.

.2 Provide a list of all OSHA citations, the date of each occurrence and their dispositions for the past five (5) years, from 2000 to 2005, against the lead contractor.

.3 Provide the lead contractor's OSHA 200 Summary Form for calendar years prior to 2000 to 2002 and OSHA 300A Summary Form for year 2002 to present or the information contained on these Forms in a similar format for each year after 2000. Also, provide the lead contractor's Recordable Incidence Rates (RIR) and Lost Time Incidence Rates (LTIR) for each of the past five (5) years.

#### **4.3.7 Disadvantaged Business Enterprise ("DBE") Goal**

.1. Provide a written statement from Offeror, signed by an authorized representative of Offeror, that Offeror is committed to achieving a 3% DBE participation goal during design and construction of the Project.

.2. Describe Offeror's approach to achieve the DBE participation goal set forth in Section 4.3.7.1 during the design and construction of the Project.

.3 Identify and submit a DBE subcontracting plan indicating how the DBE participation goal set forth in Section 4.3.7.1 will be met during the design and construction phases of the Project. The Minimum DBE Requirements Form (C-111), and DBE Good Faith Effort Documentation Form (C-49), if applicable, set forth in Attachments 4.3.7.3(a) and 4.3.7.3(b) shall be submitted with the Offeror's Price Proposal.

.4 For those DBEs whom Offeror intends to use as a subcontractor, provide: (a) written documentation of its commitment to the DBE to subcontract a portion of the services to the DBE; (b) a description of the services to be performed and the percent of participation; and (c) written confirmation from the DBE that it is participating. In submitting such sub consultants or subcontractors, Offeror will be committing to VDOT that such entities will remain on the Project in accordance with the requirements of Section 11.3 hereof.

#### **4.4 Price Proposal**

**4.4.1** Offeror shall specify, on the Form set forth in Attachment 4.4.1 hereto, the Proposal Price, in both numbers and words. The price shall be broken out into the associated cost for each activity/line item set forth in the proposal schedule required by Section 4.3.4 above. Offerors are advised that the proposal prices set forth above, and as further described in the schedule of values set forth below shall be considered full compensation to Offeror for all design services, labor, material, equipment, permits, taxes, overhead, profit and any other expenses of any kind applicable to the work to be undertaken by Offeror associated with such work, including but not limited to any escalation, extended site overhead, or acceleration.

**4.4.2** Offeror shall provide a schedule of values for the Proposal Price. This schedule of values shall identify the material quantities and costs of each major work activity.

**4.4.3** Offeror shall submit, for the Proposal Price, a proposed monthly payment schedule showing the anticipated schedule on which funds will be required and the associated dollar value for the work.

**4.4.4** Offeror shall provide the Proposal Guaranty required by Section 102.07 of Division I Amendments to Section 100 of the VDOT Road and Bridge Specifications.

**4.4.5** Offeror shall provide the Sworn Statement Forms (C-104, C-105), as set forth in Attachments 4.4.5 (a) and 4.4.5 (b) respectively.

**4.4.6** Offeror shall provide the required information set forth in Part 3 (Lump Sum Agreement), Section 6.3, Adjustments to Steel, Asphalt and Fuel Prices.

**4.4.7** If Offeror has exceptions and/or qualifications pursuant to Section 2.9.2 above, it shall provide a completed Deviation List as set forth in Attachment 2.9.2.

**4.4.8** Offeror shall provide the Minimum DBE Requirements Form (C-111), and DBE Good Faith Effort Documentation Form (C-49), if applicable, set forth in Attachments 4.3.7.3(a) and 4.3.7.3(b) respectively.

#### **5.0 EVALUATION PROCESS FOR PROPOSALS**

VDOT will evaluate each Proposal from each Offeror, with such evaluation being based upon the numerical weighting set forth in Sections 5.1 and 5.2 below. The Technical Proposal will have a weighting of thirty percent (30%) and the Price Proposal will have a weighting of seventy percent (70%).

At its sole discretion, VDOT may hold interviews, ask written questions of the Offerors, seek written clarifications, conduct discussions on the Proposals, and solicit updated proposals during the evaluation and selection process.

## **5.1 Technical Proposal Evaluation Factors**

**5.1.1** The Technical Proposal will be evaluated by the Department based upon the proposal criteria listed under Sections 4.2 and 4.3 of this RFP, with the respective subsections being assigned the following weights:

<b>Sub-Sections</b>	<b>Rating Weight</b>
4.2 Qualifications and Experience	20
4.3.1 Design Factors	25
4.3.2 Geotechnical	10
4.3.3 Construction Factors	25
4.3.4 Schedule	5
4.3.5 Quality Assurance/ Quality Control	10
4.3.6 Safety	5
4.3.7 DBE	P/F
<b>TOTAL</b>	<b>100 points</b>

The order in which the proposal criteria appear within each of the above subsections under Sections 4.3 and 4.4 is not an indication of weighting or importance.

**5.1.2** For purposes of determining the pass/fail requirements for the DBE Goal, the only item that will be considered will be Offeror's submission of the written statement required by item 1 in Section 4.3.7 above.

**5.1.3** If VDOT determines that a Technical Proposal does not comply with or satisfy requirements of the RFP Documents, VDOT may find such Proposal to be non-responsive. In such event, the Price Proposal corresponding to the non-responsive Technical Proposal will not be opened, but will be returned unopened, along with the non-responsive Technical Proposal, to the Offeror.

**5.1.4** Each evaluation criterion has an assigned maximum number of points that demonstrates its relative importance. The total Technical Proposal score to each Offeror will be (a) the sum of the scores that each Evaluation Team member assigns to that Offeror; (b) divided by the number of Evaluation Team members, rounded to the nearest one hundredth of a point. The figure derived from the preceding sentence is to be converted to a 30-point scale by multiplying such figure by 0.30, with the product being rounded to the nearest one hundredth of a point.

## **5.2 Price Proposal Evaluation Factors**

**5.2.1** Price Proposals will be scored on the basis of the Proposal Price, with scoring as follows:

.1 The Offeror submitting the lowest Proposal Price will be awarded the maximum number of 70 points.

.2 The next-lowest Proposal Price will be awarded points based on the product of: (a) the ratio of the lowest Proposal Price divided by the next-lowest Proposal Price; and (b) 70 points (i.e. the points awarded for the lowest Proposal Price), with such product rounded to the nearest one hundredth of a point.

.3 The process will continue for each of the remaining Price Proposals, with points being awarded based on the product of: (a) the ratio of the lowest Proposal Price divided by the respective Offeror's Proposal Price; and (b) 70 points (i.e. the points awarded for the lowest Proposal Price), with such product rounded to the nearest one hundredth of a point.

**5.2.2** VDOT will open and read the Price Proposals publicly, and will then proceed to combine the Technical and Price Proposal scores in accordance with the section 5.3.1 below.

### **5.3 Combining Technical and Price Proposal Scores**

**5.3.1** The technical score derived from Section 5.1.4 will be added to the price score derived from Section 5.2.1 above to obtain a total score for each Proposal. The Proposal with the highest total points will be considered the highest-scored Offeror.

**5.3.2** Negotiation and Award of Contract shall be made in accordance with Section 8.0 below.

## **6.0 PROPOSAL SUBMITTAL REQUIREMENTS**

This Section 6.0 describes the requirements that all Offerors must satisfy in submitting Proposals. Failure of any Offeror to submit its Proposal in accordance with this RFP may result in rejection of its Proposal.

### **6.1 Due Date, Time and Location**

**6.1.1** All Proposals must be received by the due date set forth in Section 2.6.1 above ("Proposal Due Date"). Submissions must be delivered to the following individual at the following address:

Mr. Don Silies  
Scheduling and Contract Division  
Virginia Department of Transportation  
1401 E. Broad Street  
Richmond, VA 23219

Neither fax nor email submissions will be accepted. Offerors are responsible for effecting delivery by the deadline above, and late submissions will be rejected without opening, consideration, or evaluation, and will be returned unopened to the sender. VDOT accepts no responsibility for misdirected or lost Proposals.

## **6.2 Format**

Proposals shall follow the requirements and format prescribed below. Submittals that do not follow the format prescribed below may be considered non-responsive and may be eliminated from further consideration.

**6.2.1** Proposals shall be submitted in two separate, sealed parcels, with one parcel containing the Technical Proposal and one containing the Price Proposal. Parcels shall be clearly marked to identify the Project and the Offeror, and to identify the contents as Technical Proposal or Price Proposal.

**6.2.2** Each Offeror shall deliver ten (10) paper copies of the Technical Proposal in three-ring binders, five (5) of which must bear original signatures and one CD-ROM (in Adobe PDF format). Each copy of the Technical Proposal shall be bound and contained in a single volume if practical, with an identity on its front cover, in the upper right-hand corner, as "Copy \_\_\_ of 10 Copies." The Technical Proposal shall be no more than sixty (60) pages typed on one (1) side only, numbered at the lower right corner, separated by numbered tabs, with sections corresponding to the order set forth in Section 4.0 above. Except for charts, schedules, exhibits, and other illustrative and graphical information, all information shall be prepared on 8.5" x 11" white paper. Charts, exhibits and other illustrative and graphical information may be on 11" x 17" paper, but must be folded to 8.5" X 11" and will be counted as one page. All printing, except for the front cover of the Technical Proposal and any appendices, must be Times New Roman, with a font of 12-point. Plan sheets and drawings are to be drawn to an identifiable scale and submitted on 11" x 17" half-size sheets. Attachments listed in Section 11.9 below, with the exception of Attachment 4.2.3.3 and schedules, shall not be counted against the above-referenced page limit. No other Appendices or other Attachments will be accepted other than those listed in Section 11.9.

**6.2.3** Price Proposals shall be presented in hard copy, with only one copy being submitted. Price Proposals will be kept in a secure, locked location until the designated time that the Price Proposals are submitted to the Proposal Evaluation Team.

## **7.0 QUESTIONS AND CLARIFICATIONS**

**7.1** All questions and requests for clarification regarding this RFP shall be submitted to VDOT in writing to VDOT's POC. No requests for additional information, clarification or any other communication should be directed to any other individual. **NO ORAL REQUESTS FOR INFORMATION WILL BE ACCEPTED.**

**7.2** All questions or requests for clarification must be submitted by the due date set forth in Section 2.6.1 above. Questions or clarifications requested after such time will not be answered, unless VDOT elects, in its sole discretion, to do so.

**7.3** VDOT's responses to questions or requests for clarification will be in writing, and may be accomplished by an Addendum to this RFP. VDOT will not be bound by any oral communications, or written interpretations or clarifications that are not set forth in an Addendum.

**7.4** VDOT, at its sole discretion, shall have the right to seek clarifications from any Offeror to fully understand information contained in the Proposal and to help evaluate and rank the Offerors.

## **8.0 NEGOTIATION AND AWARD OF CONTRACT**

VDOT has determined that Award of Contract will be made in the following manner:

### **8.1 Negotiations and Award of Contract**

**8.1.1** VDOT will review the Proposal submitted by the highest-ranked Offeror. If the Proposal is responsive and the price proposal is within VDOT's budget for design and construction services, then VDOT may enter negotiations with the highest-ranked Offeror as follows.

Pursuant to Virginia Code §§2.2-4303 and 2.2-4306, and 23 CFR 636.513, VDOT shall initiate limited negotiations with the Offeror submitting the highest-scored Proposal, which negotiations may include, but are not restricted to, (a) the schedule for any aspect of the work; and (b) the Proposal Price.

**8.1.2** If the Proposal Price submitted by the highest-ranked Offeror is not within VDOT's budget for design and construction, VDOT may establish a competitive range among the Offeror's which submitted a responsive proposal. VDOT will hold discussions with all Offerors in the competitive range, and will conduct such discussions in accordance with the Federal Rules in 23 CFR 636. Offerors are advised that VDOT may, in its reasonable discretion, determine that only one Offeror is in the competitive range.

**8.1.3** At the conclusion of discussions, VDOT will request all Offerors in the competitive range to submit a final proposal revision, also called best and final offer (BAFO). Thus, regardless of the length or number of discussions, there will be only one request for a revised proposal (*i.e.*, only one BAFO).

**8.1.4** VDOT will review the final proposals in accordance with the review and selection criteria, and complete a final ranking of the Offerors in the competitive range. Pursuant to Virginia Code §§2.2-4303 and 2.2-4306, and 23 CFR 636.513, VDOT shall initiate limited negotiations with the Offeror submitting the highest-scored Proposal, to clarify any remaining issues regarding scope, schedule, financing or any other information provided by that Offeror. VDOT will comply with the provisions of §636.507 in the exchange of this information.

**8.1.5** A Notice of Intent to Award will be issued upon the successful conclusion of the negotiation process identified in this Section 8.1 above.

### **Addendum #2**

### **8.2 Proposal Validity**



**8.2.1** The offer represented by each Proposal will remain in full force and effect for one hundred twenty (120) days after the Proposal Submission Date. If Award of Contract has not been made by the Commonwealth Transportation Board within one hundred twenty (120) days after the Proposal Submission Date, each Offeror that has not previously agreed to an extension of such deadline shall have the right to withdraw its Proposal.

### **8.3 Contract Execution and Notice to Proceed**

**8.3.1** Within 15 days of Notice of Intent to Award, Successful Offeror shall deliver to VDOT all pertinent documents in accordance with Section 103 of the Division I Amendments to the Standard Specifications. Upon Award of Contract, VDOT will deliver an execution copy of the Design-Build Contract to the Successful Offeror, who shall execute and deliver such copy to VDOT within seven (7) days of receipt.

**8.3.2** VDOT reserves the right to issue Notice to Proceed within fifteen (15) days after execution of the Design-Build Contract.

#### Addendum #3

~~**8.3.3** Upon submission of the materials required by Section 8.3.1 above, the Successful Offeror shall have the right to submit an invoice to VDOT in the amount of \$25,000, which amount shall represent payment for design and preconstruction services performed prior to Award of Contract. Such invoice shall be processed and paid in accordance with the payment provisions of the Design-Build Contract.~~

## **9.0 RIGHTS AND OBLIGATIONS OF VDOT**

### **9.1 Reservation of Rights**

In connection with this procurement, VDOT reserves to itself all rights (which rights shall be exercisable by VDOT in its sole discretion) available to it under applicable law, including without limitation, the following, with or without cause and with or without notice:

**9.1.1** The right to cancel, withdraw, postpone or extend this RFP in whole or in part at any time prior to the execution by VDOT of the Design-Build Contract, without incurring any obligations or liabilities.

**9.1.2** The right to issue a new RFP.

**9.1.3** The right to reject any and all submittals, responses and Proposals received at any time.

**9.1.4** The right to modify all dates set or projected in this RFP.

**9.1.5** The right to terminate evaluations of responses received at any time.

- 9.1.6** The right to suspend and terminate the procurement process for the Project, at any time.
- 9.1.7** The right to revise and modify, at any time prior to the Proposal submittal date, factors it will consider in evaluating responses to this RFP and to otherwise revise its evaluation methodology.
- 9.1.8** The right to waive or permit corrections to data submitted with any response to this RFP until such time as VDOT declares in writing that a particular stage or phase of its review of the responses to this RFP has been completed and closed.
- 9.1.9** The right to issue addenda, supplements, and modifications to this RFP, including but not limited to modifications of evaluation criteria or methodology and weighting of evaluation criteria.
- 9.1.10** The right to permit submittal of addenda and supplements to data previously provided with any response to this RFP until such time as VDOT declares in writing that a particular stage or phase of its review of the responses to this RFP has been completed and closed.
- 9.1.11** The right to hold meetings and conduct discussions and correspondence with one or more of the Offerors responding to this RFP to seek an improved understanding and evaluation of the responses to this RFP.
- 9.1.12** The right to seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to the RFP, including the right to seek clarifications from Offerors.
- 9.1.13** The right to permit Offerors to add or delete firms and/or Key Personnel until such time as VDOT declares in writing that a particular stage or phase of its review has been completed and closed.
- 9.1.14** The right to add or delete Offeror responsibilities from the information contained in this RFP.
- 9.1.15** The right to appoint and change appointees of the Evaluation Team.
- 9.1.16** The right to use assistance of outside technical and legal experts and consultants in the evaluation process.
- 9.1.17** The right to waive deficiencies, informalities and irregularities in a Proposal, accept and review a non-conforming Proposal or seek clarifications or supplements to a Proposal.
- 9.1.18** The right to disqualify any Offeror that changes its submittal without VDOT approval.
- 9.1.19** The right to change the method of award or the evaluation criteria and scoring at any time prior to submission of the Proposals.

**9.1.20** The right to respond to all, some, or none of the inquiries, questions and/or request for clarifications received relative to the RFP.

**9.1.21** The right to disqualify and/or cease negotiations with an Offeror if VDOT, in its sole discretion, determines that the Offeror's Price Proposal contains unbalanced pricing among the specific portions of work identified therein.

## **9.2 No Assumption of Liability**

**9.2.1** VDOT assumes no obligations, responsibilities, and liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to and/or responding to this RFP. All such costs shall be borne solely by each Offeror and its team members.

**9.2.2** In no event shall VDOT be bound by, or liable for, any obligations with respect to the Project until such time (if at all) a contract, in form and substance satisfactory to VDOT, has been executed and authorized by VDOT and, then, only to the extent set forth therein.

## **10.0 PROTESTS**

This Section 10.0 sets forth the exclusive protest remedies available with respect to this RFP. Each Offeror, by submitting its Proposal, expressly recognizes the limitation on its rights to protest contained herein, expressly waives all other rights and remedies and agrees that the decision on any protest, as provided herein, shall be final and conclusive unless wholly arbitrary. These provisions are included in this RFP expressly in consideration for such waiver and agreement by the Offerors. Such waiver and agreement by each Offeror are also consideration to each other Offeror for making the same waiver and agreement.

### **10.1 Protests Prior to Submission of Proposals**

**10.1.1** The Offeror may protest the terms of this RFP prior to the time for submission of Proposals on the grounds that: (a) a material provision in this RFP is wholly ambiguous; (b) any aspect of the procurement process described herein is contrary to legal requirements applicable to this procurement; or (c) this RFP in whole or in part exceeds the authority of VDOT. Protests regarding this RFP shall be filed only after the Offeror has informally discussed the nature and basis of the protest with VDOT's Point of Contact in an effort to remove the grounds for protest.

**10.1.2** Protests regarding this RFP shall completely and succinctly state the grounds for protest and shall include all factual and legal documentation in sufficient detail to establish the merits of the protest. Evidentiary statements, if any, shall be submitted under penalty of perjury.

**10.1.3** Protests regarding this RFP shall be filed by hand delivery or courier to VDOT's Point of Contact as soon as the basis for protest is known to the Offeror, but in any event it must be actually received no later than ten (10) days before the Proposal Due Date, provided that protests regarding an

Addendum to the RFP shall be filed and actually received no later than five (5) business days after the Addendum to the RFP is issued.

**10.1.4** VDOT will distribute copies of the protest to the other Offerors and may, but need not, request other Offerors to submit statements or arguments regarding the protest and may, in its sole discretion, discuss the protest with the protesting Offeror. If other Offerors are requested to submit statements or arguments, they may file a statement in support of or in opposition to the protest within seven (7) calendar days of the request.

**10.1.5** The protesting Offeror shall have the burden of proving its protest by clear and convincing evidence. No hearing will be held on the protest. VDOT shall decide the protest on the basis of the written submissions. VDOT shall issue the decision in writing to each Offeror. The decision shall be final and conclusive. If necessary to address the issues raised in the protest, VDOT will make appropriate revisions to this RFP by issuing Addenda. VDOT may extend the Proposal Due Date, if necessary, to address any protest issues.

**10.1.6** The failure of an Offeror to raise a ground for a protest regarding this RFP shall preclude consideration of that ground in any protest by an Offeror unless such ground was not and could not have been known to the Offeror in time to protest prior to the final date for such protests.

## **10.2 Protests after Submission of Proposals**

**10.2.1** An Offeror may protest any determination regarding the evaluation of the Proposals or the proposed award of a Design-Build Contract by filing a notice of protest by hand delivery or courier to VDOT's Point of Contact. Such notice shall be provided: (a) no earlier than the day of VDOT's issuance of the Notice of Intent to Award; and (b) no later than five (5) business days after VDOT's issuance of the Notice of Intent to Award. The protesting Offeror shall concurrently file a copy of its notice of protest with the other Offerors. The notice of protest shall specifically state the grounds of the protest.

**10.2.2** Within seven (7) calendar days of the notice of protest the protesting Offeror must file with VDOT's Point of Contact a detailed statement of the grounds, legal authorities and facts, including all documents and evidentiary statements, in support of the protest. The protesting Offeror shall concurrently deliver a copy of the detailed statement to all other Offerors. Evidentiary statements, if any, shall be submitted under penalty of perjury. The protesting Offeror shall have the burden of proving its protest by clear and convincing evidence.

**10.2.3** Failure to file a notice of protest or a detailed statement within the applicable period shall constitute an unconditional waiver of the right to protest the evaluation or qualified process and decisions thereunder, other than any protest based on facts not reasonably ascertainable as of such date.

**10.2.4** Other Offerors may file by hand delivery to VDOT's Point of Contact a statement in support of or in opposition to the protest. Such statement must be filed within seven (7) calendar days after

the protesting Offeror files its detailed statement of protest. VDOT will promptly forward copies of any such statements to the protesting Offeror.

**10.2.5** Unless otherwise required by law, no evidentiary hearing or oral argument shall be provided, except, in the sole and absolute discretion of VDOT, a hearing or argument may be permitted if necessary for protection of the public interest or an expressed, legally recognized interest of an Offeror or VDOT. VDOT shall issue a written decision regarding the protest within thirty (30) calendar days after VDOT receives the detailed statement of protest. Such decision shall be final and conclusive. VDOT shall deliver the written decision to the protesting Offeror and copies to the other Offerors. Unless necessary for the successful completion of the Project, as determined at the sole discretion of VDOT, Award of Contract will not be issued until VDOT issues its written decision on the protest.

**10.2.6** If VDOT concludes that the Offeror filing the protest has established a basis for protest, VDOT will determine what remedial steps, if any, are necessary or appropriate to address the issues raised in the protest. Such steps may include, without limitation, withdrawing or revising the decisions, issuing a new RFP or taking other appropriate actions.

## **11.0 MISCELLANEOUS**

### **11.1 Virginia Freedom of Information Act**

**11.1.1** All proposals submitted to VDOT become the property of VDOT and are subject to the disclosure requirements of Section 2.2-4342 of the Virginia Public Procurement Act and the Virginia Freedom of Information Act (FOIA) (Section 2.2—3700 et seq.). Offerors are advised to familiarize themselves with the provisions of each Act referenced herein to ensure that documents identified as confidential will not be subject to disclosure under FOIA. In no event shall the Commonwealth, the Commonwealth Transportation Commissioner, or VDOT be liable to an Offeror for the disclosure of all or a portion of a Proposal submitted pursuant to this request.

**11.1.2** If a responding Offeror has special concerns about information which it desires to make available to VDOT but which it believes constitutes a trade secret, proprietary information, or other confidential information exempted from disclosure, such responding Offeror should specifically and conspicuously designate that information as such in its Proposal and state in writing why protection of that information is needed. The Offeror should make a written request to the Director of the Innovative Project Delivery Division. The written request shall:

- .1 Invoke such exemption upon the submission of the materials for which protection is sought.
- .2 Identify the specific data or other materials for which the protection is sought.
- .3 State the reasons why the protection is necessary.

.4 Indicate that a similar process with the appropriate officials of the affected local jurisdictions is or will be conducted. Failure to take such precautions prior to submission of a Proposal may subject confidential information to disclosure under the Virginia FOIA.

**11.1.3** Blanket designations that do not identify the specific information shall not be acceptable and may be cause for VDOT to treat the entire Proposal as public information. Nothing contained in this provision shall modify or amend requirements and obligations imposed on VDOT by applicable law, and the applicable law(s) shall control in the event of a conflict between the procedures described above and any applicable law(s).

**11.1.4** In the event VDOT receives a request for public disclosure of all or any portion of a proposal identified as confidential, VDOT will attempt to notify the Offeror of the request, providing an opportunity for such Offeror to assert, in writing, claimed exemptions under the FOIA or other Commonwealth law. VDOT will come to its own determination whether or not the requested materials are exempt from disclosure. In the event VDOT elects to disclose the requested materials, it will provide the Offeror advance notice of its intent to disclose.

**11.1.5** Because of the confidential nature of the evaluation and negotiation process associated with this Project, and to preserve the propriety of each Offeror's Proposal, it is VDOT's intention, subject to applicable law, not to consider a request for disclosure until after VDOT's issuance of a Notice of Intent to Award. Offerors are on notice that once a Design-Build Contract is executed, some or all of the information submitted through in the Proposal may lose its protection under the applicable laws of the Commonwealth.

## **11.2 Conflict of Interest**

**11.2.1** Each Offeror shall require its proposed team members to identify potential conflicts of interest or a real or perceived competitive advantage relative to this procurement. Offerors are notified that prior or existing contractual obligations between a company and a federal or state agency relative to the Project or VDOT's design build program may present a conflict of interest or a competitive advantage. If a potential conflict of interest or competitive advantage is identified, the Offeror shall submit in writing the pertinent information to VDOT's POC.

VDOT, in its sole discretion, will make a determination relative to potential organizational conflicts of interest or a real or perceived competitive advantage, and its ability to mitigate such a conflict. An organization determined to have a conflict of interest or competitive advantage relative to this procurement that cannot be mitigated, shall not be allowed to participate as a design-build team member for the Project. Failure to abide by VDOT's determination in this matter may result in a proposal being declared non-responsive.

**11.2.2** Conflicts of interest and a real or perceived competitive advantage are described in state and federal law, and, for example, may include, but are not limited to the following situations:

1. An organization or individual hired by VDOT to provide assistance in development of instructions to Offerors of evaluation criteria for the Project.

2. An organization or individual hired by VDOT to provide assistance in development of instruction to Offerors or evaluation criteria as part of the programmatic guidance or procurement documents for VDOT's design-build program, and as a result has a unique competitive advantage relative to the Project.

3. An organization or individual with a present or former contract with VDOT to provide planning, environmental, engineering, or technical work product for the Project, and has a potential competitive advantage because such work product is not available to all potential Offerors in a timely manner prior to the procurement process.

**11.2.3** VDOT reserves the right, in its sole discretion, to make determinations relative to potential conflicts of interest on a project specific basis.

**11.2.4** VDOT may, in its sole discretion, determine that a conflict of interest or a real or perceived competitive advantage may be mitigated by disclosing all or a portion of the work product produced by the organization or individual subject to review under this section. If documents have been designated as proprietary by Virginia law, the Offeror will be given the opportunity to waive this protection from disclosure. If Offeror elects not to disclose, Offeror may be declared non-responsive.

### **11.3 Requirement to Keep Team Intact**

**11.3.1** The team proposed by Offeror, including but not limited to Key Personnel, and other organizations and individuals identified pursuant to Sections 4.2 and 4.3 above, shall remain on Offeror's team for the duration of the procurement process and, if the Offeror is awarded the Design-Build Contract, the duration of the Design-Build Contract. If extraordinary circumstances require a proposed change, it must be submitted in writing to VDOT's Point of Contact, who, at his sole discretion, will determine whether to authorize a change. Unauthorized changes to the Offeror's team at any time during the procurement process may result in the elimination of the Offeror from further consideration.

### **11.4 Disadvantaged Business Enterprises**

**11.4.1** It is the policy of VDOT that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, shall have every opportunity to participate in the performance of construction/consultant contracts. The DBE participation goal for this procurement is set forth in the Section 4.3.7.1. Offerors are encouraged to take all necessary and reasonable steps to ensure that DBEs have every opportunity to compete for and perform services on contracts, including participation in any subsequent supplemental contracts. If a portion of the work on the Project is to be subcontracted out, Offerors must seek out and consider DBEs as potential subcontractors. DBEs must be contacted to solicit their interest, capability and qualifications. Any agreement between an

Offeror and a DBE whereby the DBE promises not to provide services to any other Offeror or other contractors/consultants is prohibited.

**11.4.2** If a DBE is not certified, the DBE must become certified with the Virginia Department of Minority Business Enterprises (VDMBE) prior to the Proposal Due Date. If the DBE is a prime, the firm will receive full credit for the planned involvement of their own workforce, as well as the work they commit to be performed by DBE subcontractors. DBE primes are encouraged to make the same outreach. DBE credit will be awarded only for work actually performed by DBEs themselves. When a DBE prime or subcontractor subcontracts work to another firm, the work counts toward DBE goals only if the other firm itself is a DBE. A DBE must perform or exercise responsibility for at least 30% of the total cost of its contract with its own workforce.

**11.4.3** DBE certification entitles a firm to participate in VDOT's DBE Program. However, it does not guarantee that the firm will obtain VDOT work nor does it attest to the firm's abilities to perform any particular type of work.

## **11.5 Trainee and Apprenticeship Participation**

**11.5.1** VDOT will require one trainee and apprenticeship participation on the project.

## **11.6 Escrowed Proposal Documents**

### **11.6.1 Scope**

.1 Pursuant to Section 11.6.5.1 below, each Offeror shall submit to VDOT's Point of Contact, no later than three (3) days after the Proposal Submission Date, one copy of all documentary information generated in preparation of its Proposal. This material is hereinafter referred to as "Escrow Proposal Documents" ("EPDs"). The EPDs will be held in a secure location at the VDOT Central Office until the Successful Offeror is determined. The EPDs of the Successful Offeror will be transferred to and then held in escrow at a banking institution selected by the Successful Offeror as specified in this Section 11.6. EPDs of all other Offerors will be returned to the Offerors following the execution of the Design-Build Contract

### **11.6.2 Ownership**

.1 The EPDs are, and shall always remain, the property of the Offeror, subject to joint review by VDOT and the Offeror, as provided herein.

.2 VDOT stipulates and expressly acknowledges that the EPDs constitute trade secrets. This acknowledgement is based on VDOT's express understanding that the information contained in the EPDs is not known outside Offeror's business, is known only to a limited extent and only by a limited number of employees of the Offeror, is safeguarded while in Offeror's possession, is extremely valuable to Offeror and could be extremely valuable to Offeror's competitors by virtue of its reflecting Offeror's contemplated techniques of design and construction. VDOT further



acknowledges that Offeror expended substantial sums of money in developing the information included in the EPDs and further acknowledges that it would be difficult for a competitor to replicate the information contained therein. VDOT further acknowledges that the EPDs and the information contained therein are made available to VDOT only because such action is an express prerequisite to Award of Contract. VDOT further acknowledges that the EPDs include a compilation of the information used in Offeror's business, intended to give Offeror an opportunity to obtain an advantage over competitors who do not know of or use the contents of the documentation.

### **11.6.3 Purpose**

.1 EPDs may be used to assist in the negotiation of price adjustments and change orders and in the settlement of disputes and claims. They will not be used for pre-award evaluation of the Offeror's anticipated methods of construction or to assess the Offeror's qualifications for performing the Work or the prices submitted.

### **11.6.4 Format and Contents**

.1 Offerors may submit EPDs in their usual cost estimating format provided that all information is clearly presented and ascertainable. It is not the intention of this Section 11.6 to cause the Offeror extra work during the preparation of the Proposal, but to ensure that the EPDs will be adequate to enable complete understanding and proper interpretation for their intended use. The EPDs shall be submitted in the language (i.e., English) of the Specifications.

.2 It is required that the EPDs clearly itemize the estimated costs of performing the work of each item contained in Offeror's schedule of values. Cost items shall be separated into sub-items as required to present a detailed cost estimate and allow a detailed cost review. The EPDs shall include: estimates for costs of the design professionals and consultants itemized by discipline both for development of the design, all quantity take-offs, crew size and shifts, equipment, calculations of rates of production and progress, copies of quotes from subcontractors and suppliers, and memoranda, narratives, drawings and sketches showing site or work area layouts and equipment, add/deduct sheets, geotechnical reviews and consultant reports, and all other information used by the Offeror to arrive at the prices contained in the Proposal. Estimated costs shall be broken down into estimate categories for each bid items such as direct labor, repair labor, equipment ownership and operation, expendable materials, permanent materials and subcontract costs as appropriate. Plant and equipment, indirect costs, bond rates and calculations, insurance costs and financing should be detailed. The Offeror's allocation of indirect costs, contingencies, and mark-up shall be identified.

.3 All costs shall be identified. For bid items amounting to less than \$10,000, estimated unit costs are acceptable without a detailed cost estimate, provided that labor, equipment, materials and subcontracts, as applicable, are included, and provided that indirect costs, contingencies, and mark-up, as applicable, are allocated.

.4 RFP Documents provided by VDOT should not be included in the EPDs unless needed to comply with these requirements.

### **11.6.5 Submittal**

.1 The EPDs shall be submitted in a sealed container to VDOT's Point of Contact which container shall be clearly marked on the outside with the Offeror's name, date of submittal, Project name, and the words "Escrow Proposal Documents."

.2 Prior to Award of Contract, EPDs of the Successful Offeror will be transferred to the banking institution referenced in Section 11.6.1.1 and will be examined, organized, and inventoried by representatives of VDOT, together with members of the Offeror's staff who are knowledgeable in how the Proposal was prepared. This examination is to ensure that the EPDs are legible and complete. It will not include review of, and will not constitute approval of proposed construction methods, estimating assumptions, or interpretations of any RFP Documents or the Design-Build Contract. Examination will not alter any condition or term of the Design-Build Contract.

.3 If all the documents required by this Section 11.6 have not been included in the original submittal, additional documentation may be submitted, at VDOT's discretion, prior to Award of Contract.

.4 If the Design-Build Contract is not awarded to the Successful Offeror, the EPDs of the next Offeror to be considered for award shall be processed as described above.

.5 Timely submission of complete EPDs is an essential element of the Offeror's responsibility and a prerequisite to Award of Contract.

.6 If any Offeror's proposal is based upon subcontracting any part of the work, each subcontractor whose total subcontract price exceeds five percent (5%) of the Total Proposal Price proposed by the Offeror, shall provide separate Escrow Documents to be included with those of the Offeror. Such documents shall be opened and examined in the same manner and at the same time as the examination described above for the highest-scored Offeror.

.7 If the Offeror wishes to subcontract any portion of the work after Award of Contract, VDOT retains the right to require the Offeror to submit Escrow Documents from the subcontractor before the subcontract is approved.

### **11.6.6 Storage**

.1 The cost for storing the EPDs will be paid by the successful offeror.

### **11.6.7 Examination**

.1 The EPDs shall be examined by VDOT and the Offeror, at any time deemed necessary by VDOT.

.2 VDOT may delegate review of EPDs to members of VDOT's staff or consultants. The foregoing notwithstanding, the EPDs and information contained therein may be used in the resolution of any claim or dispute before any entity selected to resolve disputes and in any litigation or arbitration commenced hereunder. No other person shall have access to the EPDs.

.3 Access to the documents will take place in the presence of duly designated representatives of both VDOT and the Offeror, except that, if the Offeror refuses to be present or to cooperate in any other way in the review of the documents, VDOT may upon notice to the Offeror, review such documents without the Offeror being present.

#### **11.6.8 Final Disposition and Return of EPDs**

.1 The EPDs of the unsuccessful Offerors will be returned after the Design-Build Contract has been executed and delivered, after VDOT rejects all of the Proposals or after VDOT terminates its procurement.

.2 The EPDs of the Successful Offeror will be returned to the Offeror at such time as the Design-Build Contract has been completed, final payment has been made, and all claims or disputes arising under or related to the Design-Build Contract have been fully and finally resolved and/or adjudicated.

#### **11.6.9 Execution of Escrow Agreement**

.1 The Successful Offeror, as a condition of Award of Contract, agrees to execute the Escrow Agreement in the form set forth in Attachment 11.6.9.1.

#### **11.7 Administrative Requirements**

In addition to the specific submittal requirements set forth in Sections 3.0 and 4.0 above, all Offerors shall comply with the following:

**11.7.1** All business entities, except for sole proprietorships, are required to be registered with the Virginia State Corporation Commission (a Business Registration Guide is available on the Internet at <http://www.state.va.us/scc/division/clk/brg.htm>). Foreign Professional Corporations and Foreign Professional Limited Liability Companies must possess a Commonwealth of Virginia Certificate of Authority from the State Corporation Commission to render professional services. Any business entity other than a professional corporation, professional limited liability company or sole proprietorship must be registered in the Commonwealth of Virginia with the Department of Professional & Occupational Regulation, Virginia Board for Architects, Professional Engineers, Land Surveyors and Landscape Architects ([http://www.state.va.us/dpor/ape\\_regs.htm](http://www.state.va.us/dpor/ape_regs.htm)). Board regulations require that all professional corporations and business entities that have branch offices located in Virginia which offer or render any professional services relating to the professions regulated by the Board be registered with the Board. Registration involves completing the required application and submitting the required registration fee for each and every branch office location in the

Commonwealth. All branch offices that offer or render any professional service must have at least one full-time resident professional in responsible charge who is licensed in the profession offered or rendered at each branch. All firms involved that are to provide professional services must meet this criteria prior to a contract being executed by VDOT.

**11.7.2** VDOT will not consider for award any Proposals submitted by any Offerors and will not consent to subcontracting any portions of the proposed Design-Build Contract to any subconsultants in violation of the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

**11.7.3** All Offerors must have internal control systems in place that meet federal requirements for accounting. These systems must comply with requirements of 48 CFR 31, "Federal Acquisition Regulations, Contract Cost Principles and Procedures," and 23 CFR 72, "Administration of Negotiated Contracts."

**11.7.4** VDOT assures compliance with Title VI of the Civil Rights Act of 1964, as amended. The consultant and all subconsultants selected for this Project will be required to submit a Title VI Evaluation Report (EEO-D2) when requested by the Department to respond to the RFP. This requirement applies to all consulting firms with fifteen (15) or more employees.

**11.7.5** VDOT does not discriminate against an Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment. This requirement includes all applicable VDOT Road and Bridge Specifications.

**11.7.6** Give names and detailed addresses of all affiliated and/or subsidiary companies. Indicate which companies are subsidiaries. If a situation arises in responding to this questionnaire where you are unsure whether another firm is or is not an affiliate, doubt should be resolved in favor of affiliation and the firm should be listed accordingly. An affiliate shall be considered as any business entity which is closely associated to another business entity so that one entity controls or has power to control the other entity either directly or indirectly; or, when a third party has the power to control or controls both; or where one business entity has been so closely allied with another business entity through an established course of dealings, including but not limited to the lending of financial wherewithal, engaging in joint ventures, etc. as to cause a public perception that the two firms are one entity. Firms which are owned by a holding company or a third party, but otherwise meet the above conditions and do not have interlocking directorships or joint officers serving, are not considered affiliates.

**11.7.7** Please indicate, by executing and returning the attached Certification Regarding Debarment Forms, set forth as Attachment 11.7.7, if Offeror, or any subconsultant, subcontractor, or any other person or entity identified as a member of Offeror's organization in Section 4.2 above associated therewith in the capacity of owner, partner, director, officer or any position involving the administration of Federal or State funds:

.1 Is currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency.

.2 Has been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years.

.3 Does have a proposed debarment pending; or has been indicted, convicted, or had a civil judgment rendered against it or them by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

Any of the above conditions will not necessarily result in denial of award, but will be considered in determining Offeror responsibility. For any condition noted, indicate to whom it applies, initiating agency, and dates of action. Providing false information may result in federal criminal prosecution or administrative sanctions. For the avoidance of doubt, Attachment 11.7.7 shall be separately completed and executed by Offeror and all subconsultants, subcontractors, and any other person or entity identified as a member of Offeror's organization in Section 4.2 above.

**11.7.8** Offerors shall note and comply with the following requirements relative to the eVA Business-to-Government Vendor system.

.1 The eVA Internet electronic procurement solution, web site portal (<http://www.eva.state.va.us>), streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA; failure to register prior to the award of a contract will result in the bid/proposal/ expression of interest being rejected.

.2 eVA Basic Vendor Registration Service: \$25 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is \$1,500 per order. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, and electronic bidding.

.3 eVA Premium Vendor Registration Service: \$25 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is \$1,500 per order. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments, and ability to research historical procurement data, as they become available.

## **11.8 Ethics in Public Contracting Act**

VDOT may, in its sole discretion, disqualify the Offeror from further consideration for the award of the Design-Build Contract if it is found after due notice and examination by VDOT that

there is a violation of the Ethics in Public Contracting Act, Section 2.2-4367 of the Virginia Code, or any similar statute involving the Offeror in the procurement of the contract.

## 11.9 Attachments

The following attachments are specifically made a part of, and incorporated by reference into, these Instructions for Offerors:

ATTACHMENT 2.9.2	--	DEVIATION LIST FORM
ATTACHMENT 3.5.1	--	FORM C-78 (ACKNOWLEDGEMENT OF REVISIONS)
ATTACHMENT 4.2.3.1	--	WORK HISTORY FORM
ATTACHMENT 4.2.3.3	--	RESUME FORM
ATTACHMENT 4.3.2.1	--	CHAPTER 3 OF THE VDOT MANUAL OF INSTRUCTIONS FOR MATERIALS DIVISION
ATTACHMENT 4.3.7.3(a)	--	FORM C-111 (MINIMUM DBE REQUIREMENTS)
ATTACHMENT 4.3.7.3(b)	--	FORM C-49 (DBE GOOD FAITH EFFORTS DOCUMENTATION)
ATTACHMENT 4.4.1	--	PRICE PROPOSAL FORM
ATTACHMENT 4.4.5(a)	--	FORM C-104 (BIDDER'S STATEMENT)
ATTACHMENT 4.4.5(b)	--	FORM C-105 (BIDDER'S CERTIFICATION)
ATTACHMENT 11.6.9.1	--	ESCROW AGREEMENT
ATTACHMENT 11.7.7	--	CERTIFICATION REGARDING DEBARMENT, PRIMARY COVERED TRANSACTIONS; CERTIFICATION REGARDING DEBARMENT, LOWER TIER COVERED TRANSACTIONS

END OF PART 1  
INSTRUCTIONS TO OFFERORS